

# **THE TOWN OF FORT MYERS BEACH**



## **REQUEST FOR PROPOSALS TO PROVIDE**

**Fiber Optic Network, Telephone and Internet Services,  
Support and Maintenance**

**FOR THE TOWN OF FORT MYERS BEACH**

**# RFP-13-04-AD**

Prepared by:

Town of Fort Myers Beach  
2523 Estero Blvd.  
Fort Myers Beach, FL 33931

Request for Proposals – #RFP-13-04-AD  
Fiber Optic Network, Telephone and Internet Services, Support and Maintenance for the Town of Fort Myers Beach

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**TOWN OF FORT MYERS BEACH  
ADVERTISEMENT - REQUEST FOR PROPOSALS #RFP-13-04-AD**

The Town of Fort Myers Beach invites proposal submissions from Qualified Firms for Fiber Optic Network, Telephone, and Internet Services, Support, and Maintenance (**#RFP-13-04-AD**) for the Town of Fort Myers Beach. Town Hall is located at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **3:30 PM** local time, **Friday, April 12, 2013**. Any proposal received by the Town later than the above time will be returned unopened.

Project scope includes but is not limited to fiber optic network, internet and telephone services, support and maintenance for Town facilities including: Town Hall (2523 Estero Blvd.), Bay Oaks Recreational Campus (2731 Oak Street), Mound House (451 Connecticut Street), Newton Park (4610 Estero Blvd.), North Water Plant (815 Lagoon), South Water Plant (131 Lenell), Marina Pump Station (450 Harbour Court) and the Community Pool (2600 Oak Street).

This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

Interested parties must obtain the project documents for **Fiber Optic Network, Telephone and Internet Services, Support and Maintenance #RFP-13-04-AD** from [www.demandstar.com](http://www.demandstar.com), [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov), or by calling (239) 765-0202, Extension 116.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town.

A site survey will be held at Fort Myers Beach Town Hall, 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 at **1:00 p.m. Wednesday, March 27, 2013**. Attendance at this conference is **mandatory** as a prerequisite for bidding.

No later than **3:30 PM** local time, **Friday, April 12, 2013**, Respondents shall submit one (1) original proposal and five (5) identical copies of the Respondent's proposal with an electronic copy of the same as a PDF on CD/DVD in a sealed envelope which is clearly and visibly marked on the outside, "**Fiber Optic Network, Telephone and Internet Services, Support and Maintenance #RFP-13-04-AD**." Respondent's complete name and address shall also appear on the exterior of the proposal package.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

The Town's Selection Committee meeting dates will be posted at Town Hall and/or listed on the Town website or please contact the Town at (239) 765-0202 for such information.

TOWN OF FORT MYERS BEACH  
Michelle Mayher, Town Clerk

Legal Ad:  
RUN DATE: Monday, March 11, 2013

Please return affidavit of Publication to the Town Clerk.  
Received at the News Press by \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**Fiber Optic Network, Telephone and Internet Services, Support and Maintenance, RFP-13-04-AD**

Notice is hereby given that the Town of Fort Myers Beach, hereinafter known as the Town, invites proposal submissions from qualified firms for fiber optic network, internet and telephone services, support and maintenance at the Town of Fort Myers Beach owned facilities, including: Town Hall (2523 Estero Blvd.), Bay Oaks Recreational Campus (2731 Oak Street), Mound House (451 Connecticut Street), Newton Park (4610 Estero Blvd.), North Water Plant (815 Lagoon), South Water Plant (131 Lenell), Marina Pump Station (450 Harbour Court) and the Community Pool (2600 Oak Street). The Town Hall is located at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **3:30 PM** local time on **Friday, April 12, 2013**. Any proposal received by the Town later than the above time will be returned unopened.

Project scope includes but is not limited to fiber optic network, internet and telephone services, support and maintenance for Town owned facilities.

This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

Interested parties must obtain the project documents for **Fiber Optic Network, Telephone, and Internet Services, Support, and Maintenance #RFP-13-04-AD** from [www.demandstar.com](http://www.demandstar.com), [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov), or by calling (239) 765-0202, Extension 116.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If project documents are not obtained directly from the Town of Fort Myers Beach, or are modified in any manner, the Proposal will not be accepted for consideration by the Town.

A site survey will be held at Fort Myers Beach Town Hall, 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 at **1:00 p.m. Wednesday, March 27, 2013**. Attendance at this conference is **mandatory** as a prerequisite for bidding.

**DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Respondent" means one that submits a proposal directly to the Town of Fort Myers Beach. The terms "Selected Respondent", "Provider" or "Contractor" means the qualified, responsible and responsive Respondent to whom the Town of Fort Myers Beach (on the basis of TOWN's evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the Town of Fort Myers Beach, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Respondent's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Respondent in response to this solicitation.

**A. PROPOSAL SUBMITTAL:**

Submit one (1) original and five (5) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, on the second floor, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **3:30 PM** local time on **Friday, April 12, 2013**.

All Proposals shall be in a sealed envelope clearly marked – "**Fiber Optic Network, Telephone and Internet Services, Support and Maintenance #RFP 13-04-AD**". For proper identification, the Respondent's complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will be returned unopened to Respondent. Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted.

Proposals will be opened at **3:45 PM** local time on **Friday, April 12, 2013** at Town Hall, 2523 Estero Boulevard, Fort Myers Beach, FL 33931. The Town's short-list and final selection meeting dates will be posted at Town Hall and/or listed on the Town website at [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov). The Town may also be contacted (239) 765-0202 ext. 116 for meeting dates.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or applicable site visits.

**B. RECEIPT OF PROPOSALS:**

The Town will only accept proposals from firms qualified to perform the services identified in the scope of work.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the Town and prime contractor.

**C. SUBCONTRACTING:**

Should the Respondent intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The Respondent shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to prime Respondents submitting the proposal. The Town will not be responsible for payments to subcontractors.

**D. QUESTIONS ABOUT THE RFP:**

Any questions or communications concerning conditions and specifications shall be submitted in writing to the Town representative, Derek Bargmann, Contracts Manager, no later than five (5) business days prior to the proposal due date by fax or e-mail. Communications shall be addressed in writing to Contracts Manager, Fax (239) 765-0909; or via e-mail [derek@fortmyersbeachfl.gov](mailto:derek@fortmyersbeachfl.gov). Replies will be issued to all Respondents of record via email as addenda that will become part of the contract documents. **Any attempt to make contact with Town staff, Advisory Committee/Board Members or Town elected officials may result in your elimination from further consideration.**

**E. ADDENDA:**

The Respondent shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Respondent should include an initialed copy of each addendum in the proposal package

**F. PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Town and shall be subject to the provisions of the public records laws in effect at this time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of the Town.

**G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the Town of the offer to furnish any or all of the services and materials described shall constitute a contract between the Respondent and the Town. This contract shall bind the Respondent to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or

Fiber Optic Network, Telephone and Internet Services, Support and Maintenance for the Town of Fort Myers Beach any part thereof, without previous consent of the Town and any sureties.

**H. AWARDS:**

As the best interest of the Town may require, the right is reserved to accept or reject any and all proposals or to waive any irregularity in proposals received; and to accept or reject any item or group of items unless qualified by Respondent.

**I. QUALIFICATION PROCEDURES:**

All applicants must be qualified to do business in the State of Florida and must have an address (not a post office box) in the State of Florida.

**J. INDEMNITY:**

The successful Respondent agrees, by entering into this contract, to defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages arising out or under this contract, including but not limited to attorney fees and costs incurred by the Town as a result of Respondent's response.

**K. EQUAL OPPORTUNITY STATEMENT:**

The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, et seq. hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religious affiliation, sexual orientation, age or disability in consideration for qualification or selection.

**L. TAXES:**

All Town business license, personal property, real estate and other applicable tax requirements shall be met by Provider.

**M. DRUG-FREE WORKPLACE:**

The policy of the Town requires all Providers maintain a drug free workplace policy. Consequently, any vendor providing goods or services to the Town must comply with all applicable Federal and State Drug Free Workplace Acts.

**N. FEDERAL, STATE, LOCAL LAWS:**

All Respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The Town and performing the prescribed service. Ignorance on the part of the Provider shall not, in any way, relieve the Provider from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

**O. INSURANCE:**

All Respondents shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the Town shall be submitted to the Town no later than ten (10) days after award of the contract. Failure to do so will disqualify the Respondent automatically. The award of a contract is conditioned upon such submittal to the Town's satisfaction. Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence

Fiber Optic Network, Telephone and Internet Services, Support and Maintenance for the Town of Fort Myers Beach and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for

Property Damage Liability, or a minimum combined single limit of \$1,000,000.

- d) Business Automobile Liability Insurance with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Respondent.

Renewal shall be sent to the Town at least 60 days prior to any expiration date. The selected Respondent shall ensure that its insurer provides a 60 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Respondent is required to meet. The Respondent shall provide the Town with certificates of insurance meeting the required insurance provisions.

**P. TIME OF CONTRACT:**

The Town anticipates awarding a Service Provider Agreement for a negotiated term. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the renewal, unless mutually agreed upon by both parties. The resulting Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Respondent, by the Town giving thirty (30) days' written notice to the Respondent.

**Q. TIME FOR CONSIDERATION:**

Submitted Proposals must be in force for **NINETY (90)** days after the Proposal opening. Proposers may not assign or otherwise transfer their Proposals.

## PROPOSAL SPECIFICATIONS

### 1. INTRODUCTION

The Town is currently seeking proposals for a fiber optic network, internet and telephone services. Our objective is to select a provider for all Town facilities and locations. Our preference is a single source vendor for all services. Below is a list of the services we are interested in, but it may not be an exhaustive list. We require that the connections be scalable and provisioned in a way that allows for adjusting the bandwidth should we later find that the bandwidth provided is not sufficient. The term of the agreement will be negotiated between the Selected Provider and the Town.

### 2. MINIMUM QUALIFICATIONS

Respondent must demonstrate:

- Qualification to conduct business in the State of Florida
- Availability to meet response time/emergency requirements and ability to provide installation, unlimited technical support, and maintenance
- Demonstrated ability to identify opportunities for use of existing equipment when possible.
- Respondent must have on its staff at least one (1) senior level manager who possesses Technical support services management experience.
- Respondent must have at least five (5) contractual service engagements of similar size and service as the Town of Fort Myers Beach, currently engaged or completed within the past three (3) years.

As part of the RFP response, please provide a minimum of three current references and supporting documentation sufficient to verify the required experience.

### 3. CURRENT OPERATIONAL ENVIRONMENT

As provided by our Technical Support Services firm, Softrim Corporation, the Town has the following equipment/current configuration:

\*\*Please note, the Town of Fort Myers Beach currently uses an Altigen Communications VOIP telephone system, which is managed by T3 Communications.\*\*

#### **Town Hall, 2523 Estero Blvd., Fort Myers Beach, FL 33931**

	Dedicated bandwidth—22 MB Download; 5 MB Upload
<u>20</u>	Personal computers
<u>22</u>	Telephones
<u>2</u>	Fax lines
<u>1</u>	Front desk call director
<u>13</u>	Printers
<u>2</u>	Copiers

#### **Bay Oaks Recreational Campus, 2731 Oak Street, Fort Myers Beach, FL 33931**

	Dedicated bandwidth—12 MB Download; 1 MB Upload
<u>6</u>	Personal computers
<u>5</u>	Telephones
<u>1</u>	Fax lines
<u>1</u>	Printers
<u>2</u>	Copiers (MFC)



**Community Pool, 2600 Oak Street, Fort Myers Beach, FL 33931**

Dedicated bandwidth—Wireless connection from Town Hall  
  2   Personal computers  
  2   Telephones  
  1   Printer/Copier

**Mound House, 451 Connecticut Street, Fort Myers Beach, FL 33931**

Dedicated bandwidth—12 MB Download; 1 MB Upload  
  4   Personal computers  
  4   Telephones  
  0   Fax lines  
  1   Printers  
  2   Copiers (MFC)

**Newton Park, 4610 Estero Blvd, Fort Myers Beach, FL 33931**

Dedicated bandwidth—12 MB Download; 1 MB Upload  
  0   Personal computers  
  2   Telephones  
  0   Fax lines  
  0   Printers  
  0   Copiers

**North Water Plant, 815 Lagoon Street, Fort Myers Beach, FL 33931**

Lines—Comcast Cable for Security Systems; Phone and Internet  
  0   Personal computers  
  0   Telephones

**South Water Plant, Lennell Street, Fort Myers Beach, FL 33931**

Lines—Comcast Cable for Security Systems; No telephone or internet  
  0   Personal computers  
  0   Telephones

**Marina Pump Station, 450 Harbour Court, Fort Myers Beach, FL 33931**

Dedicated bandwidth—None.  
  0   Personal computers  
  0   Telephones

**4. SERVICES REQUIRED**

The scope of services required under this RFP encompasses installation, support, and maintenance of the Town's fiber optic network, telephone, and internet to enable Town Staff members to provide effective service and governance for residents, property owners, businesses, visitors, and other government partners. The Town's core hours of operation are Monday through Friday, 8:30 AM to 4:30 PM, except on holidays officially recognized by the Town.

- a) Installation of fiber optic network services for connecting our government facilities to the centralized network as well as for internet service and telephone service. The network will be used for services from basic access services and operating of an enterprise VOIP telephone service.
- b) Preparation and development of a site survey is a required portion of the bid submittal. This site survey should identify opportunities for the Town to use its' existing equipment when possible.

- c) Bid should include a proposal for an IP multi-line business, phone system with 43 extensions, automated call management capabilities, voice mail, caller ID, call hold, call transfer, call forwarding, speakerphone, conference, intercom, mute, volume control, and do-no-disturb. Bidders are encouraged to list any additional features of the phone system in the bid. Bid price must include technical support, installation and maintenance costs. Telephone equipment costs should offer purchase, vendor purchase or lease options.
- d) Local and long distance telephone service for 35 voice lines.
- e) Ability to add additional telephone lines, personal computers and/or bandwidth to the system.
- f) Unlimited high-speed internet access.
- g) Unlimited technical support and maintenance to the Town for all of the vendor's equipment and services.
- h) Response time/emergency requirements: In a normal week, a four hour response time is required; during a declared emergency a one hour response time is required. Response time can mean fixing the problem or enacting a back-up solution.
- i) Telephone switch/telephone system

## **5. EXCLUSIONS**

Not included in the scope of this RFP are the following:

- 1. Technical Support Services for the Town's IT resources, which is managed by Softrim Corporation;
- 2. Trakit software which is used for tracking permits and other items is supported by CRW Systems, Inc.; and
- 3. CivicPlus software for website hosting and content management.

## **6. FORM OF PROPOSAL**

Respondent is to provide the following information:

### **6.1 Technical Knowledge and Competence**

Describe Respondent's service experience related to the services required.

Describe Respondent's proposed approach to equipment installation and service delivery, including details of proposed onsite and remote support, availability of resources and tools to complete the project according to specifications and timelines, ability to work directly with and coordinate with Town staff, approach the bidder will take in the management of the project and benefits to Town of using the proposed approach.

Provide a minimum of three (3) references with whom the Respondent's organization has contracted within the last three years to provide services similar to those specified herein.

Describe Respondent's qualifications to perform the services indicated, including all resources available to Respondent for the performance of the Service Provider Agreement. Include copies of all applicable licenses and certifications.

### **6.2 Service Orientation and Professionalism**

Provide background information about the Respondent organization (e.g., philosophy, ownership, size, facilities, location(s)) with specific reference to how the organization meets the minimum qualifications. Describe the management structure at both the corporate level and at the project level (e.g. number of managers, supervisors, and non-supervisory personnel).

Describe the Respondent organization's service oriented approach and professionalism that will be utilized for the required services (e.g. customer service practices, training). Describe the benefits of the approach to the Town.

Describe any advanced technology the Respondent would recommend to improve the Town's current equipment or configuration. Describe any special amenities or programs the Respondent would propose to implement. Include any additional costs/charges that might be incurred through implementation of the program.

Provide a description of the Respondent's financial stability and other resources that most adequately ensure the delivery of services acceptable to the Town. Include three-year audited financial statement, or SEC 10-K Statement of the parent corporation of the Respondent. The financial statement shall be included with the Respondent's proposal in a sealed envelope, clearly identified as "Financial Statement" with Respondent's name, address, and the RFP number provided at the top of this document included on the outside as well.

Provide a listing of any service contracts to which the Respondent was a party that have been terminated, and describe the reason for the termination.

### **6.3 Price**

The vendor should provide a cost breakdown for all services requested along with an overall monthly cost summary and cost of initial installation. This must include pricing per location, pricing for internet services and any other pricing for services associated with the proposed solution. Price proposal shall clearly define services included in the proposal, and hourly rates for services not included in the proposal.

Costs for additional personnel who may be requested from time to time by the Town, shall be billed separately at the actual cost to the Respondent as pre-approved by the Town. No additional personnel will be added prior to approval by the Town.

Payment will be made by the Town on a monthly basis.

### **6.4 Subcontracting**

If Respondent intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability, skill, and assigned responsibilities. Describe how the subcontractor work assignments and personnel will be managed.

## **7. ADDITIONAL INSTRUCTIONS**

### **7.1 Conditions of Work**

Each Provider shall inform itself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a Provider of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

### **7.2 Subcontractors**

The use of subcontractors and the work they are to perform must receive prior written approval of the Town. Provider shall be solely responsible for all work performed and materials provided by subcontractors. Provider shall be responsible for the liability of subcontractors for the types and limits required of the Provider.

### **7.3 Criminal Background Investigations**

The Provider shall provide the Town with criminal background check information for each employee and any and all subcontractors hired by the Provider to provide services outlined herein.

### **7.4 Public Information**

Respondents are advised that all information submitted in the proposal shall be considered public information upon award of one or more contracts under this RFP.

### **7.5 Public Entities Crime Form**

Respondents shall complete and submit with their proposal the sworn statement required by Section 287.133, Florida Statutes, Public Entity Crimes.

### **7.6 Affidavit Certification Immigration Laws**

Respondents shall complete and submit with their proposal the Affidavit Certification Immigration Laws and include certification and any and all subcontractors hired by the Provider.

### **7.7. Service Provider Agreement**

The Town of Fort Myers Beach standard Service Provider Agreement is attached to this RFP for reference and shall not be filled out or completed. Respondent shall acknowledge receipt of the Service Provider Agreement as part of its RFP submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.

### **7.8. Commercial Warranty**

The Respondent agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Respondent gives any customer for such.

### **7.9. Alternatives/Exceptions**

In offering its best proposal, Respondent may note exceptions to any of the provisions in this RFP. Respondent is to specify the RFP page number and section number and to detail the exception. Respondent should not incorporate by reference its entire, standard contract document. Respondent may present alternative methods to meet the Town's objectives for this contract. However, Respondent is encouraged to first respond to the objectives detailed in the Services Required herein.

### **7.10. Presentation**

The Town may elect, but is not obligated, to offer to one or more Respondents the opportunity to present their proposal to the Town. Presentations, if any, will be in a form and manner prescribed by the Town.

### **7.11. Negotiations**

Negotiations shall then be conducted with one or more of the Respondents so selected. After negotiations have been conducted with such Respondent(s) so selected, the Town shall select the Respondent(s) which, in its sole judgment and opinion, made the best proposal, and shall award one or more contract(s) to the selected Respondent(s).

### **7.12. Town Discretion in Award; Costs of Proposal Preparation; Section Headings**

The Town shall have the ability to decide not to award any contract under this Request for Proposal, or to award only a portion of the work provided under this Request for Proposal, in its sole discretion. All Respondents shall have sole responsibility for any cost(s) they incur related to this Request for Proposal and the Town shall bear no responsibility therefore. The Section headings are meant for the convenience of the Town only.

## **8. EVALUATION CRITERIA**

Evaluation factors include, but are not limited to; Price, Qualifications and Experience, and Technical Competence. No weight has been assigned to the evaluation criteria.

### PROPOSAL SUBMITTAL CHECKLIST

**THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL**

**IMPORTANT: Please read carefully and follow each item.**

Please check off each of the following items as the necessary action is completed:

- ☐ 1. The Proposal has been signed.
- ☐ 2. Include a signed copy of each addendum, if any.
- ☐ 3. Public Entities Crime Form properly completed, signed and notarized.
- ☐ 4. Affidavit Certification Immigration Laws properly completed, signed, and notarized.
- ☐ 5. Acknowledge receipt of the Service Provider Agreement as part of the proposal submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.
- ☐ 6. List of subcontractors, including the name and address of each subcontractor.
- ☐ 7. The mailing envelope has been addressed to:  
Town of Fort Myers Beach  
Town Hall  
2523 Estero Boulevard  
Fort Myers Beach, Florida 33931  
ATTN: Contracts Manager
- ☐ 8. The mailing envelope must be sealed and marked **“Fiber Optic Network, Telephone and Internet Services, Support and Maintenance #RFP-13-04-AD”** with the due date and time noted. All courier delivered proposals must have the RFP title and number on the outside of the courier packet.
- ☐ 9. For proper identification, the Respondent’s complete name and address must also appear on the exterior of the proposal package.
- ☐ 10. Submit one (1) original and five (5) identical copies of the complete proposal, and an electronic copy of the same as PDF on CD/DVD.
- ☐ 11. In a separate sealed envelope submit the three-year audited financial statement or SEC 10-K Statement of the parent corporation of the Respondent. Clearly identify the envelope as “Financial Statement” with Respondent’s name, address, and RFP number.
- ☐ 12. Proposals must be submitted by mail or in person to the address herein no later than **3:30 PM local time on Friday, April 12, 2013.**

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereafter "Provider"), a Florida for-profit corporation, for the Provider to render the following services to the Town—Fiber Optic Network, Telephone and Internet Services, Support and Maintenance as further described in Exhibit "A".

1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that the Town shall have the unilateral right to delete services hereunder for any reason without compensation to Provider other than for services already performed.
2. Term. The term of this Agreement shall commence on \_\_\_\_\_ and continue for \_\_\_\_\_ from date of award with \_\_\_\_\_ renewable options to be exercised upon mutual agreement and initiated by the Town of Fort Myers Beach, subject to the Town's ability to terminate the Agreement as set forth elsewhere.
3. Payment Obligation. The Town shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town shall pay the undisputed amount, if any, within thirty (30) days.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
  - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
  - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
  - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
  - d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold the Town harmless for any and all claims, suits, judgments

Fiber Optic Network, Telephone and Internet Services, Support and Maintenance for the Town of Fort Myers Beach or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives.

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
  - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
  - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits or other attachments thereto as issued by the Town are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference:
8. Termination of Agreement. Town may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.

9. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.
11. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
12. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
13. Miscellaneous Provisions.
  - h) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. The venue for any litigation arising out of this agreement shall be in Lee County, Florida.
  - i) Attorneys Fees: The prevailing party in any litigation arising out of the agreement is entitled to recover reasonable attorney's fees from non-prevailing party.
  - j) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - k) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
  - l) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
  - m) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as set forth below.

TOWN

PROVIDER:

BY: Town of Fort Myers Beach

BY: \_\_\_\_\_

\_\_\_\_\_  
Terrance Stewart, Town Manager

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed name of person signing

BY: \_\_\_\_\_  
Michelle Mayher, TOWN CLERK

\_\_\_\_\_  
Title (printed)

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Fowler, White, Boggs, TOWN ATTORNEY

**EXHIBIT "A"**

TO THE SERVICE PROVIDER CONTRACT DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013  
BETWEEN THE TOWN AND \_\_\_\_\_, PROVIDER.

14. SCOPE OF SERVICES:

The Provider shall perform the following services under this Agreement:

- a) Installation of fiber optic network services for connecting our government facilities to the centralized network as well as for internet service and telephone service. The network will be used for services from basic access services and operating of an enterprise VOIP telephone service.
- b) Identify opportunities for the Town to use its' existing equipment when possible.
- c) IP multi-line business, phone system with 43 extensions, automated call management capabilities, voice mail, caller ID, call hold, call transfer, call forwarding, speakerphone, conference, intercom, mute, volume control, and do-no-disturb. Service includes technical support, installation and maintenance.
- d) Local and long distance telephone service for 35 voice lines.
- e) Ability to add additional telephone lines, personal computers and/or bandwidth to the system.
- f) Unlimited high-speed internet access.
- g) Unlimited technical support and maintenance to the Town for all of the vendor's equipment and services.
- h) Response time/emergency requirements: Normal week, a four hour response time is required; during a declared emergency a one hour response time is required. Response time can mean fixing the problem or enacting a back-up solution.
- i) Telephone switch/telephone system

15. Term. The term of this Agreement shall commence on \_\_\_\_\_ and continue for one \_\_\_\_\_ from date of award with \_\_\_\_\_ renewable options to be exercised upon mutual agreement and initiated by the Town of Fort Myers Beach, subject to the Town's ability to terminate the Agreement as set forth elsewhere.

16. INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- j) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- k) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- l) Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- m) Business Automobile Liability Insurance with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

**EXHIBIT “B”**

TO THE SERVICE PROVIDER CONTRACT DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013  
BETWEEN THE TOWN AND \_\_\_\_\_, PROVIDER.

**PAYMENT OBLIGATION**

1. Payment terms are as follows:

- a) Town will pay Provider \_\_\_\_\_.
- b) Work to be inspected and approved by the Town prior to issuing payment.
- c) Invoice to be submitted by Provider to Town after the Town has completed and approved all work and materials.
- d) Payment will be made by Town within 30 days of receipt of invoice from Provider.

2. Provider shall receive reimbursement for out-of-pocket expenses from the Town as follows:  
(none)

Date: \_\_\_\_\_, 20\_\_

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_. Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped

commissioned name of notary public)

(Rev. 3/20/07)

**EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

Date: \_\_\_\_\_, 20\_\_

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Title) (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**The signer of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**